

<i>SERFF Tracking Number:</i>	<i>GARD-125681485</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>39254</i>
<i>Company Tracking Number:</i>	<i>08-EWL</i>		
<i>TOI:</i>	<i>L07I Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L07I.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Executive Whole Life</i>		
<i>Project Name/Number:</i>	<i>Executive Whole Life - 08/08-EWL</i>		

## Filing at a Glance

Company: The Guardian Life Insurance Company of America

Product Name: Executive Whole Life	SERFF Tr Num: GARD-125681485	State: ArkansasLH
TOI: L07I Individual Life - Whole	SERFF Status: Closed	State Tr Num: 39254
Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life	Co Tr Num: 08-EWL	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Authors: Louis A Conte, Peter Diggins, Dena Griffiths, Margaret Lewis-Forbes, John Monahan, Connie Gelfat, Kathleen Tobin	Disposition Date: 06/16/2008
	Date Submitted: 06/10/2008	Disposition Status: Approved
Implementation Date Requested: 08/29/2008		Implementation Date:
State Filing Description:		

## General Information

Project Name: Executive Whole Life - 08	Status of Filing in Domicile: Not Filed
Project Number: 08-EWL	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 06/16/2008	
State Status Changed: 06/16/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
The Guardian Life Insurance Company of America	
NAIC #: 429-64246 FEIN #: 13-5123390	
Policy Form 08-EWL AR	

SERFF Tracking Number: GARD-125681485 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 39254  
Company Tracking Number: 08-EWL  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
Product Name: Executive Whole Life  
Project Name/Number: Executive Whole Life - 08/08-EWL

Dear Commissioner:

We are enclosing for your Department's approval a new individual Whole Life policy, form 08-EWL AR. Policy form 08-EWL AR, replaces policy form 05-EWL AR, which was previously approved by your Department on 3/4/2005. We plan on introducing this policy form in late August 2008.

Whole Life policy form 08-EWL AR is a level premium participating whole life policy that becomes paid-up with no further premiums due at age 90. The policy will be used on a sex-distinct basis using the 2001 CSO Mortality Table. This policy is intended primarily for small to mid-market non-qualified employer owned and employer sponsored executive benefit situations. Executive benefit plans include, but are not limited to, Deferred Compensation, Split Dollar, Executive Bonus, Key Person Insurance, Group Carve Out and other business related cases. The new products can also be used as a means for an employer to informally fund benefit plans for its employees. While this policy is sold on an individual basis and a separate policy is issued for each insured, a minimum number of 3 lives (5 lives for simplified issue and 10 lives for guaranteed issue) are needed for a case to qualify to receive this policy with a maximum number of 75 lives.

Policy form 08-EWL AR will be used in fully underwritten, simplified issue and guaranteed issue situations and will be available at issue ages 20-70 for full underwriting and simplified issue (20-65 for guaranteed issue cases). The minimum face amount for this policy will be \$50,000.

Previously approved application form L-AP-2004 (which was approved by your Department on 12/16/2004) will be used to apply for this policy form when full underwriting is required. In Simplified Issue and Guaranteed Issue situations, new application form L-AP-SIGI-2008, which is being filed simultaneously with your Department will be used to apply for this policy. Note that application form L-AP-SIGI-2008 will become the application we use to apply for all non-qualified simplified issue and guaranteed issue life insurance products when approved by your state. If L-AP-SIGI-2008 has not yet been approved in your state, L-AP-SIGI-2005, (which was approved by your Department on 3/4/2005) will be used.

Form 08-EWL AR will be marketed with an illustration. We have enclosed all applicable certifications, transmittal forms, filing fees, etc. for this filing. We have attached actuarial and reserve memoranda. We are also sending an updated actuarial memo for our previously approved Paid-up Additional Whole Life Insurance (PUA) Rider, form 05-R70 EWL.

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There were no changes to the text of the rider form and it is not being resubmitted for approval, but a new actuarial memo is being provided since it will now be available on a 2001 CSO Mortality basis.

The "Free Look" provision on the front cover of the enclosed policy that references the length of the free look period is bracketed as variable information. If your state has a different free look period for policies which are new versus policies issued as a result of replacement, then we will reflect the correct number of days in this provision as necessary.

The enclosed forms will be laser-emitted or pre-printed with the language identical to that approved by your state. We reserve the right to change duplex printing, line location of sentences and words, and the type font (but not the point size) of the forms without resubmitting them for approval.

I hope this information is satisfactory and that we may receive your Department's approval of these forms at your earliest convenience. If you have any questions, please feel free to contact me at (212) 598-8419, or toll-free at 877-600-1460, or by e-mailing me at John\_Monahan@glic.com.

Sincerely,  
John Monahan, Director  
Individual Markets Compliance

## Company and Contact

### Filing Contact Information

Dena Griffiths, Compliance & Research Specialist	DGriffiths@glic.com
7 Hanover Square	(212) 598-8694 [Phone]
New York, NY 10004	(212) 919-2592[FAX]

### Filing Company Information

The Guardian Life Insurance Company of America	CoCode: 64246	State of Domicile: New York
7 Hanover Square	Group Code: 429	Company Type: Life

<i>SERFF Tracking Number:</i>	<i>GARD-125681485</i>	<i>State:</i>	<i>Arkansas</i>
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<i>TOI:</i>	<i>L07I Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L07I.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Executive Whole Life</i>		
<i>Project Name/Number:</i>	<i>Executive Whole Life - 08/08-EWL</i>		
<b>New York, NY 10004</b>	<b>Group Name:</b>	<b>State ID Number:</b>	
<b>(212) 598-8704 ext. [Phone]</b>	<b>FEIN Number: 13-5123390</b>		
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SERFF Tracking Number: GARD-125681485 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 39254  
Company Tracking Number: 08-EWL  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
Product Name: Executive Whole Life  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: Per Filing  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Life Insurance Company of America	\$50.00	06/10/2008	20774821

SERFF Tracking Number:	GARD-125681485	State:	Arkansas
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	06/16/2008	06/16/2008

<i>SERFF Tracking Number:</i>	<i>GARD-125681485</i>	<i>State:</i>	<i>Arkansas</i>
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## Disposition

Disposition Date: 06/16/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GARD-125681485 State: Arkansas

Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 39254

Company Tracking Number: 08-EWL

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Executive Whole Life

Project Name/Number: Executive Whole Life - 08/08-EWL

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Appendix A		Yes
Supporting Document	Readability		Yes
Supporting Document	Actuarial Certification		No
Form	Whole Life Insurance Policy		Yes

SERFF Tracking Number: GARD-125681485 State: Arkansas

Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 39254

Company Tracking Number: 08-EWL

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Executive Whole Life

Project Name/Number: Executive Whole Life - 08/08-EWL

## Form Schedule

Lead Form Number: 08-EWL AR

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	08-EWL AR	Policy/Cont	Whole Life Insurance Initial			52	Policy Form
		ract/Fratern	Policy				08-EWL
		al					AR.pdf
		Certificate					

Insured	[JOHN DOE]	[35] [MALE]	Age and Sex
Face Amount	[\$50,000]	[1234567]	Policy Number
Plan of Insurance	Whole Life Insurance Paid-up At Age 90	[SEPTEMBER 1, 2008] [SEPTEMBER 1 2008]	Policy Date Issue Date
		[PREFERRED NT]	Premium Class



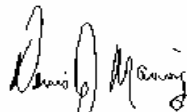
**The Guardian  
Life Insurance Company  
Of America**

**A Mutual Company  
Established 1860**

**Read this policy carefully. This policy is a legal contract between the owner and The Guardian Life Insurance Company of America (Guardian).**

Guardian will pay the death proceeds to the beneficiary upon receipt at our Customer Service Office of due proof that the insured died while the policy was in force. The entire contract consists of the basic policy and any attached additional benefit riders, endorsements and application(s). This policy is issued by Guardian at its home office at 7 Hanover Square, New York, New York 10004, on the issue date. However, all correspondence should be sent to our Customer Service Office shown on the Policy Data page.

  
Secretary

  
President

#### **Free Look Period**

The owner has the right to examine this policy and return it for cancellation to Guardian's Customer Service Office or to any agent or agency within [10] days after receiving it; this is the free look period. The policy and a written cancellation notice must be delivered or mailed to cancel this policy. Any notice given by mail is effective on being postmarked, properly addressed and postage prepaid. If the policy is cancelled during this period, Guardian will refund all premiums paid. The policy will be void from the beginning.

#### **Whole Life Insurance Policy**

- Death Proceeds payable at death of insured if policy is in force
- Premiums payable until end of premium period shown on Policy Data page
- Participating - Annual dividends payable if earned

## **WE & YOU**

In this policy, the words "we", "our" or "us" refer to Guardian, and the words "you" or "your" refer to the owner of this policy.

## **POLICY SUMMARY**

This summary outlines some of the major policy provisions; it does not alter any of these provisions. The actual provisions set forth the full details and conditions of this policy; only the actual policy provisions will control.

We will pay the death proceeds to the beneficiary if the insured dies while this policy is in force. This policy is eligible to receive dividends (see "Dividends" provision).

This policy also has certain values during the insured's lifetime. These values consist of the cash value plus any dividend credited to this policy. These values may be used:

- to continue insurance coverage for a reduced amount without paying further premiums (see "Guaranteed Policy Values" provision);
- to surrender this policy for cash (see "Guaranteed Policy Values" provision);
- to obtain a policy loan (see "Loans" provision);
- to provide life income (see "Payment Options" provision).

We allow a 31 day grace period after each premium due date. If a premium is not paid by the end of the grace period, this policy lapses. If this policy lapses, it may be eligible for reinstatement within 5 years (see "Premiums and Reinstatement" provision).

## **GUIDE TO POLICY PROVISIONS**

1. Death Proceeds
2. Owner and Beneficiary
3. Dividends
4. Premiums and Reinstatement
5. Guaranteed Policy Values
6. Loans
7. Payment Options
8. General Provisions

Any endorsements, additional benefit riders, and applications which are attached to this policy follow.

An Index appears on the inside of the back cover.

## POLICY DATA

INSURED	[JOHN DOE]	[35] [MALE]	AGE AND SEX
FACE AMOUNT	[\$50,000]	[1234567]	POLICY NUMBER
ISSUE DATE	[SEPTEMBER 1, 2008]	[SEPTEMBER 1, 2008]	POLICY DATE
PLAN OF INSURANCE	WHOLE LIFE PAID-UP AT AGE 90	[PREFERRED NT]	PREMIUM CLASS
OWNER	[ABC CORPORATION]		
BENEFICIARY	[JANE DOE, SPOUSE]		

## BENEFITS AND PREMIUMS

	ANNUAL PREMIUM	POLICY YEARS PAYABLE
BASIC POLICY	\$[753.00]	1 through [55]
TOTAL INITIAL ANNUAL PREMIUM	\$[753.00]	

THE MORTALITY TABLE REFERRED TO IN THE BASIS OF VALUES PROVISION IS THE 2001 COMMISSIONERS' STANDARD ORDINARY MALE/FEMALE AGGREGATE COMPOSITE, AGE NEAREST BIRTHDAY, WITH CONTINUOUS FUNCTIONS. THE INTEREST RATE REFERRED TO IN THE BASIS OF VALUES PROVISION IS 4%.

LOANS BEAR INTEREST AT A YEARLY RATE OF 8%, PAYABLE IN ADVANCE AT A RATE OF 7.407%. THE YEARLY LOAN INTEREST RATE CHANGES TO 5%, PAYABLE IN ADVANCE AT A RATE OF 4.7619%, BEGINNING ON [MARCH 5, 2038].

## POLICY DATA

PREMIUMS FOR THIS POLICY ARE DUE AND PAYABLE IN ALL YEARS SHOWN IN THE "POLICY YEARS PAYABLE" COLUMN ABOVE. YOU MAY HAVE RECEIVED A SALES ILLUSTRATION WHICH SHOWS DIVIDENDS APPLIED TO REDUCE THE NUMBER OF PREMIUMS PAYABLE IN CASH. HOWEVER, DIVIDENDS ARE NOT GUARANTEED AND WE HAVE THE RIGHT TO CHANGE THEM ANNUALLY. A REDUCTION IN THE AMOUNT OF ANY DIVIDENDS CREDITED TO THIS POLICY MAY RESULT IN THE NEED TO PAY MORE PREMIUMS THAN WERE SHOWN ON A SALES ILLUSTRATION.

TO OBTAIN INFORMATION ABOUT THE COVERAGE PROVIDED UNDER YOUR POLICY, CALL THE AGENT THROUGH WHOM IT WAS PURCHASED OR CONTACT OUR CUSTOMER SERVICE OFFICE AT:

CUSTOMER SERVICE OFFICE  
[3900 BURGESS PLACE  
BETHLEHEM, PA 18017]  
[1-800-441-6455]

# TABLE OF VALUES

END OF POLICY YEAR	CASH OR LOAN VALUE +	PARTICIPATING REDUCED PAID-UP INSURANCE +	EXTENDED TERM INSURANCE	
			YEARS	DAYS
1	[14.31	[66	[9	[319
2	26.23	117	14	338
3	38.57	165	18	200
4	51.33	213	21	35
5	64.53	258	23	12
6	78.16	302	24	159
7	92.24	344	25	199
8	106.75	385	26	170
9	121.69	424	27	88
10	137.06	462	27	315
11	150.00	489	28	6
12	163.28	515	28	35
13	176.90	540	28	41
14	190.98	565	28	27
15	205.51	588	27	359
16	220.48	611	27	308
17	235.88	633	27	241
18	251.63	654	27	161
19	267.75	674	27	68
20	284.16]	694]	26]	329]
ATTAINED AGE 55	[284.16	[694	[26	[329
ATTAINED AGE 60	370.63	780	25	74
ATTAINED AGE 65	454.84]	835]	22]	250]

## CASH VALUE FACTOR

## FOR POLICY YEARS

[12.37464]  
[9.58729]  
[7.94768]

[1-10]  
[11-25]  
[26-55]

+ FOR EACH \$1,000 OF FACE AMOUNT OF THE BASIC POLICY

THE USE OF THE CASH VALUE FACTOR(S) SHOWN ABOVE IS DESCRIBED IN THE "CASH VALUE" PROVISION OF THIS POLICY.

VALUES FOR POLICY YEARS NOT SHOWN WILL BE COMPUTED ON THE BASIS STATED IN THIS POLICY AND WILL BE FURNISHED UPON REQUEST.

THE CASH VALUES SHOWN ABOVE ARE GUARANTEED. THEY ARE BASED ON AN ANNUAL INTEREST RATE 4%. ALL VALUES ON THIS PAGE ARE COMPUTED ON THE ASSUMPTION THAT ALL PREMIUMS TO THE END OF THE POLICY YEARS SHOWN HAVE BEEN PAID AND THAT THERE ARE NO DIVIDENDS OR LOANS.

CASH VALUES WHICH DEPEND ON DIVIDENDS MAY HAVE BEEN SHOWN IN AN ILLUSTRATION PRESENTED DURING THE SALE OF THIS POLICY. CASH VALUES WHICH DEPEND ON DIVIDENDS ARE NOT GUARANTEED. A REDUCTION IN THE AMOUNT OF ANY DIVIDEND CREDITED TO THIS POLICY MAY RESULT IN LOWER NON-GUARANTEED CASH VALUES THAN WERE SHOWN ON ANY SALES ILLUSTRATION.

THE PERIOD OF EXTENDED TERM INSURANCE IS THE SAME FOR ANY FACE AMOUNT.

## 1. DEATH PROCEEDS

The death proceeds become payable to the beneficiary upon our receipt at our Customer Service Office of due proof that the insured died while this policy was in force. The amount payable is the sum of the following as of the date of the insured's death:

- the face amount;
- any insurance on the insured's life provided by additional benefit riders;
- any insurance on the insured's life purchased with dividends;
- the value of any dividends left at interest;
- any dividend credited at death; and
- any premium paid beyond the policy month of death if premiums are not then being waived under a waiver of premium rider;

less:

- any outstanding loans and loan interest; and
- any premiums due up to and including the policy month of death.

If the death proceeds are not paid within 30 days from the date due proof of death has been furnished to us, we will pay interest on such proceeds from the date of death to the date the proceeds are paid, at a yearly rate of 8%.

## 2. OWNER AND BENEFICIARY

### **Owner**

The owner is named in the application or in any later change shown in our records. While the insured is living, and subject to any assignment on file with us, the owner alone has the right to receive all benefits and exercise all rights this policy grants or we allow.

### **Successor Owner**

A numbered sequence may be used to name successor owners. If the owner dies, ownership passes to the next designated successor owner then living. If none is then living, ownership passes to the owner's estate. No successor owner is permitted when the insured and the owner are the same person.

### **Joint Owner**

If more than one person is named as owner with no number or the same number, they are joint owners. Any request for a policy transaction or change must be signed by all of the joint owners named in our records. Unless otherwise provided, if a joint owner dies, ownership passes to the surviving joint owner(s) equally. When the last joint owner dies, ownership passes to the person's estate, unless otherwise provided.

### **Beneficiary**

The beneficiary is named in the application or in any later change shown in our records. We will pay the death proceeds to the beneficiary, subject to the terms of "Death Proceeds" above. Unless otherwise provided, in order to receive proceeds at the insured's death, a beneficiary must be living on the earlier of:

- the date we receive due proof of the insured's death at our Customer Service Office;
- the 15th day after the insured's death.

Unless otherwise provided, if no designated beneficiary is living on such earlier date, the owner or the owner's estate is the beneficiary.

### **Contingent Beneficiary**

A numbered sequence may be used to name contingent beneficiaries. The beneficiary is the living person(s) designated by the lowest number in the sequence.

### **Concurrent Beneficiary**

If more than one person is named as beneficiary with no number or the same number, those persons are concurrent beneficiaries. Shares are equal, unless otherwise specified. If shares are equal, the share of a concurrent beneficiary who predeceases the insured will be shared equally by the surviving concurrent beneficiaries. If unequal shares are specified and a concurrent beneficiary predeceases the insured, the beneficiary of that share will be the owner or the owner's estate.

### **Change of Owner or Beneficiary**

You may change the owner or revocable beneficiary by written request satisfactory to us. The change will take effect as of the date the request is signed, whether or not the insured is living when we receive the request at our Customer Service Office. However, the change will not apply to any payments made or actions taken by us on or before the date the request is received at our Customer Service Office.

### **Assignment**

No assignment will bind us unless the original, or a copy, is filed at our Customer Service Office. An assignment must be signed and dated by both the assignor and the assignee and, as applicable, by the beneficiary. The rights of any owner or beneficiary and the entire contract, as defined in "The Contract" provision, will be subject to the assignment. We will rely solely on the assignee's statement as to the amount of the assignee's interest. We will not be responsible for the validity of any assignment. Unless otherwise provided, the assignee may exercise all rights this policy grants except:

- the right to change the owner or beneficiary; and
- the right to elect a payment option.

Assignments are subject to all payments made or actions taken by us on or before the date we receive the assignment at our Customer Service Office.

## **3. DIVIDENDS**

This is a participating policy. A participating policy shares in our divisible surplus. The policy's share, if any, is determined yearly by Guardian. This share is payable as the dividend on the next policy anniversary if:

- the policy is then in force, but not as extended term insurance; and
- all premiums due before the policy anniversary have been paid.

The dividend will reflect our mortality, expense, and investment experience; it will be affected by any outstanding loans and loan interest during the policy year.

### **Dividend Options**

You may elect one of the options described below. We may also make additional dividend options available. Any dividend option elected after this policy's issue date will be effective on the next policy anniversary.

- (a) **Cash:** As a cash payment.
- (b) **Premium Payment:** Toward payment of any premium due on the policy, if the balance of the premium is paid at the same time.
- (c) **Dividends Left at Interest:** As a deposit to accumulate at interest. Interest is credited on each policy anniversary at a yearly rate of at least 4%.
- (d) **Dividend Additions:** To purchase paid-up participating insurance payable in addition to the face amount of the policy. Dividend additions share in our divisible surplus.

If no option is elected, dividends will be used to purchase dividend additions.

### **Withdrawal**

You may withdraw dividends left at interest and dividend additions unless they are required as security for a policy loan. The cash value of dividend additions will never be less than the dividends used to purchase them.

### **Paid-up Option**

The policy's cash value, including the cash value of any dividend additions and dividends left at interest, may be used to make the policy paid-up. We will so apply the cash value if it equals the net single premium at the attained age for a paid-up policy in the same face amount as this policy. This option may be exercised by written request. Any policy loans will remain outstanding.

## 4. PREMIUMS AND REINSTATEMENT

### Premium Payment

Premiums for this policy are payable for the number of policy years shown on Policy Data page 3. All premiums, including the first, are payable in advance. After the first premium, premiums are payable annually in advance, only at our Customer Service Office. Upon request, we will furnish a receipt signed by one of our officers. Premiums may be paid annually or on a periodic basis. Periodic premiums are payable semi-annually, quarterly or monthly at our published rates on this policy's issue date. They may also be paid at any other frequency acceptable to us. We will change the premium payment frequency if we receive your proper written request at our Customer Service Office before the premium due date.

The periodic premium payment must be at least \$25.

The amount of each periodic premium is calculated by multiplying the annual policy premium by the applicable modal factor:

Frequency of Premium Payment	Modal Factors
Semi-annually	.515000
Quarterly	.257500
Monthly	.085833

### Due Date and Default

Annual premiums are due on each policy anniversary. Each periodic premium is due on the premium due date specified by us. This policy will be in default on a due date if a due premium is not then paid.

### Grace Period

We allow a grace period of 31 days after the due date for premium payments. The grace period does not apply to payment of the first premium. The policy remains in force during the grace period. If the premium is not paid by the end of the grace period, the policy lapses as of the date of default. Upon lapse, the policy has no value except as provided in the "Guaranteed Policy Values" section.

### Reinstatement

This policy may be eligible for reinstatement at any time during the insured's lifetime within 5 years after the date of default. The reinstatement will not take effect until all the requirements for reinstatement have been met. The requirements for reinstatement are:

- written application for reinstatement received at our Customer Service Office;
- the policy has not been surrendered for cash;
- evidence of insurability satisfactory to us;
- payment or reinstatement of any outstanding loans and loan interest and payment of any overdue premiums, with 6% interest compounded yearly.

## 5. GUARANTEED POLICY VALUES

### Cash Value

The cash value on any policy anniversary to which premiums have been paid is:

- the then present value of future benefits provided by the policy;

less:

- the then present value of the cash value factors for each year remaining in the premium payment period. The cash value factors are shown in the Table of Values on the Policy Data page.

The Table of Values shows this policy's guaranteed cash values at the end of the policy years indicated; these values are computed on the assumption that there are no dividends or loans. The cash value at any time during a policy year is the value on the date to which premiums have been paid, adjusted to the date of surrender. The cash value at any time during a policy year will be determined with allowance for the lapse of time and the payment of any premiums beyond the last preceding anniversary.

### Cash Surrender Value

The cash surrender value is the sum of:

- the cash value;
- any due and unpaid dividend;
- the cash value of any dividend additions;
- the value of any dividends left at interest; and
- any unearned loan interest;

less:

- any outstanding loans and loan interest.

### Basis of Values

Present values and net premiums are based on the Mortality Table and interest rate shown on the Policy Data Pages. All policy values equal or exceed those required by any state statute. A detailed statement of the method of computing these values has been filed with each state insurance department.

### Election of Policy Value Option

When premium payments are discontinued, the owner may elect a policy value option if:

- the insured is living;
- the policy has a cash surrender value; and
- written request is received at our Customer Service Office within 3 months after the date of default.

If no election is made within 3 months after the date of default, the automatic option will be (a) if available, otherwise (b).

### Policy Value Options Available

- **Option (a) - Continue as Non-participating Paid-up Extended Term Insurance**

Extended term insurance is life insurance for a limited period. No further premiums are due under this option. This option is available only if extended term insurance is shown in the Table of Values on the Policy Data page. Extended term insurance is not shown in the Table of Values if this policy was issued in premium class 3, 4, 6, 8, 10, 12, or 16.

The amount of extended term insurance will be the sum of:

- the face amount of this policy;
- any existing dividend additions;
- any existing dividends left at interest; and
- any due and unpaid dividend;

less:

- any outstanding loans and unearned loan interest.

The period during which extended term insurance is provided will begin on the date of default. Extended term insurance will continue for such term as the cash surrender value will purchase as a net single premium based on the amount of extended term insurance and the insured's attained age and sex. If insurance in an equal or greater amount would be provided under Option (b), Option (a) will not be available.

Extended term insurance:

- has a cash surrender value;
- has no loan value;
- does not share in our divisible surplus.

- **Option (b) - Continue as Participating Reduced Paid-up Insurance**

Reduced paid-up insurance is permanent insurance. No further premiums are due under this option. This insurance will be payable under the same conditions as the policy if kept in full force. The amount of reduced paid-up insurance will be such as the cash surrender value will purchase as a net single premium based on the insured's attained age and sex on the date of default. The amount of reduced paid-up insurance provided will be level.

Reduced paid-up insurance:

- has a cash surrender value and loan value;
- shares in our divisible surplus.

- **Option (c) - Surrender for Cash**

You may surrender the policy for its cash surrender value. The insurance provided under this policy will then terminate.

### **Surrender of Insurance Provided by a Policy Value Option**

While the insured is living, you may surrender reduced paid-up or extended term insurance for its cash surrender value. This value will equal the then present value of the insurance, less any outstanding loans and loan interest. If the insurance is surrendered within 30 days after a policy anniversary, the cash surrender value will not be less than on that anniversary.

### **Riders**

Any additional benefit riders attached to the policy are disregarded in computing the values of these options unless otherwise stated in the rider. Insurance provided under Options (a) and (b) will not include such benefits.

## 6. LOANS

### Policy Loans

Upon written request satisfactory to us, you can obtain a policy loan if this policy has a loan value. The policy must be assigned to us; this is the only security needed. No loan will be granted if the policy is in force as extended term insurance.

Any outstanding loans and loan interest will affect any dividend payable under this policy.

### Automatic Premium Loan

Any unpaid premium due will be paid at the end of the grace period by an automatic loan if:

- this option was elected either in the application or by written request received at our Customer Service Office before the premium due date; and
- the premium due does not exceed the available loan value.

You need not assign the policy; all other provisions of the "Loans" Section will apply. You may cancel this option by sending a written request to our Customer Service Office. The loan will bear interest from the date of the loan. If the loan value is insufficient to pay the overdue premium, the provisions of "Guaranteed Policy Values" will apply.

### Loan Interest

Loans bear interest at the rate stated on the Policy Data page. This interest is payable on each policy anniversary. Interest not paid when due is added to the outstanding loan and bears interest at the same rate.

### Loan Value

The loan value is the maximum amount that the owner may borrow on this policy. The loan value of this policy is the sum of:

- the cash value on the date to which all due premiums are paid;
- the cash value of any dividend additions at the end of the current policy year; and
- the value of any dividends left at interest;

less:

- any outstanding loans and loan interest; and
- interest on the loan to the end of the current policy year.

If this policy is continued as reduced paid-up insurance, the loan value will be computed as of the next policy anniversary. Extended term insurance has no loan value.

### Repayment

Any outstanding loans and loan interest may be repaid at any time before the insured's death or within 60 days after the insured's death if:

- the proceeds of the policy have not been paid in cash or applied under a payment option; and
- the policy is in full force or was in full force on the date of the insured's death, or is in force as reduced paid-up insurance.

We will allow for any unearned loan interest.

### Termination

The policy will be void if all outstanding loans and loan interest exceed the sum of:

- the cash value;
- any due and unpaid dividend;
- the cash value of any dividend additions; and
- the value of any dividends left at interest.

This will be effective 31 days after we mail notice to your last known address and that of any assignee.

## 7. PAYMENT OPTIONS

### Payment of Proceeds

The proceeds of this policy will be paid in one sum unless otherwise provided. All or part of this sum may be applied under any payment option described below or in any other manner we approve. The payee under any payment option must be a natural person.

### Election of Payment Options

During the insured's lifetime, the owner may choose any option for payment of the death proceeds. If no election is in force when the proceeds become payable, the payee may make an election subject to the following conditions:

- for death proceeds, election must be made within one year after the insured's death;
- for other proceeds, election must be made within 60 days after the proceeds become payable.

The owner may appoint a secondary payee to receive any payments remaining after the death of the payee. Upon the death of any payee receiving payments under an option, the remaining payments will be continued to the secondary payee or paid in one sum as described in "Termination" provision, whichever is elected.

Any election must be in a written form satisfactory to us.

### Options Available

- **Option 1 - Proceeds Left at Interest:** We will hold the proceeds, making monthly interest payments. The yearly guaranteed interest rate is 3%.
- **Option 2 - Payments of a Specified Amount:** We will make monthly payments of a specified amount until the proceeds and interest are fully paid. The total amount paid each year must be at least 10% of the original proceeds. Interest will be added to the proceeds each year; the yearly guaranteed interest rate is 3%.
- **Option 3 - Payments for a Specified Period:** We will make monthly payments for the number of years elected. The guaranteed monthly payments shown in the Option 3 table include interest at 3% a year.
- **Option 4 - Life Income With 10 Year Guaranteed Period:** We will make monthly payments for the later of 10 years or the lifetime of the person on whose life the option is based. The guaranteed monthly payments shown in the Option 4 table include interest at 3% a year.
- **Option 5 - Refund Life Income:** We will make monthly payments until the total amount paid equals the proceeds settled, and for the remaining lifetime of the person on whose life the option is based. The guaranteed monthly payments shown in the Option 5 table include interest at 3% a year.
- **Option 6 - Joint and Survivor Income:** We will make monthly payments for the later of 10 years or the lifetime of either of the 2 persons on whose lives the option is based. The guaranteed monthly payments shown in the Option 6 table include interest at 3% a year.

The Payment Option Tables are based on the Annuity 2000 Mortality Tables (male and female), projected 20 years to the year 2020 by:

- 100% of male Scale G factors for males;
- 50% of female Scale G factors for females.

**Payment Provisions**

- At least \$5,000 must be applied under each option selected.
- Each periodic payment must be at least \$50.
- The effective date of any option is the date the proceeds become payable. This date is the option date. Death proceeds are payable as of the date of the insured's death.
- After an option becomes effective, it cannot be terminated for payment in one sum, unless otherwise provided.
- The first payment under Option 1 is due one month after the option date. The first payment under Option 2, 3, 4, 5, or 6 is due on the option date.
- We require satisfactory proof of the age of any person on whose life the option is based before any payment is made.
- Under Option 4, 5, or 6, the present value of future benefits may not be withdrawn.

**Termination**

Upon termination of an option, any amount payable is:

- Under Option 1 or 2, any unpaid proceeds with any accrued interest.
- Under Option 3, the present value on the basis of 3% yearly compound interest of any unpaid payments for the specified period.
- Under Option 4, 5 or 6, the present value of any unpaid payments for the guaranteed period. This present value is derived using the interest rate which was used in computing the actual monthly payment.

**PAYMENT OPTION TABLES****OPTION 3 - PAYMENTS FOR A SPECIFIED PERIOD****GUARANTEED MONTHLY PAYMENT  
FOR EACH \$1000 OF PROCEEDS**

<b>Years</b>	1	2	3	4	5	6
<b>Amount</b>	\$ 84.47	42.86	28.99	22.06	17.91	15.14
<b>Years</b>	7	8	9	10	11	12
<b>Amount</b>	\$ 13.16	11.68	10.53	9.61	8.86	8.24
<b>Years</b>	13	14	15	16	17	18
<b>Amount</b>	\$ 7.71	7.26	6.87	6.53	6.23	5.96
<b>Years</b>	19	20	21	22	23	24
<b>Amount</b>	\$ 5.73	5.51	5.32	5.15	4.99	4.84
<b>Years</b>	25	26	27	28	29	30
<b>Amount</b>	\$ 4.71	4.59	4.47	4.37	4.27	4.18

# **OPTIONS 4 AND 5 - GUARANTEED MONTHLY PAYMENT FOR EACH \$1000 OF PROCEEDS+**

Option 4					Option 5				
Option 4					Option 5				
Age #	Male	Female	Male	Female	Age #	Male	Female	Male	Female
20	\$2.93	2.89	2.92	2.88	53	4.06	3.90	3.95	3.82
21	2.95	2.90	2.94	2.89	54	4.13	3.96	4.01	3.88
22	2.97	2.92	2.95	2.91	55	4.20	4.03	4.07	3.94
23	2.98	2.93	2.97	2.92	56	4.27	4.10	4.13	4.00
24	3.00	2.95	2.99	2.94	57	4.35	4.17	4.20	4.06
25	3.02	2.96	3.00	2.95	58	4.43	4.24	4.27	4.13
26	3.04	2.98	3.02	2.97	59	4.52	4.32	4.34	4.20
27	3.06	3.00	3.04	2.99	60	4.61	4.41	4.42	4.27
28	3.08	3.02	3.06	3.01	61	4.71	4.50	4.50	4.35
29	3.10	3.04	3.08	3.03	62	4.81	4.59	4.59	4.43
30	3.12	3.06	3.10	3.05	63	4.92	4.69	4.68	4.52
31	3.15	3.08	3.13	3.07	64	5.03	4.80	4.77	4.61
32	3.17	3.10	3.15	3.09	65	5.15	4.91	4.87	4.70
33	3.20	3.12	3.17	3.11	66	5.28	5.03	4.97	4.81
34	3.22	3.15	3.20	3.13	67	5.41	5.16	5.08	4.91
35	3.25	3.17	3.23	3.16	68	5.54	5.29	5.20	5.03
36	3.28	3.20	3.25	3.18	69	5.68	5.43	5.32	5.15
37	3.31	3.23	3.28	3.21	70	5.83	5.57	5.44	5.27
38	3.35	3.26	3.31	3.24	71	5.98	5.73	5.58	5.41
39	3.38	3.29	3.34	3.26	72	6.14	5.89	5.72	5.55
40	3.42	3.32	3.38	3.29	73	6.30	6.06	5.86	5.70
41	3.45	3.35	3.41	3.32	74	6.46	6.24	6.02	5.86
42	3.49	3.39	3.44	3.36	75	6.63	6.42	6.18	6.03
43	3.53	3.42	3.48	3.39	76	6.80	6.61	6.35	6.20
44	3.58	3.46	3.52	3.43	77	6.97	6.81	6.53	6.39
45	3.62	3.50	3.56	3.46	78	7.15	7.00	6.72	6.59
46	3.67	3.54	3.60	3.50	79	7.33	7.20	6.92	6.80
47	3.72	3.59	3.64	3.54	80	7.51	7.40	7.13	7.03
48	3.77	3.63	3.69	3.58	81	7.68	7.60	7.35	7.26
49	3.82	3.68	3.74	3.63	82	7.86	7.80	7.59	7.52
50	3.87	3.73	3.79	3.67	83	8.03	7.99	7.83	7.78
51	3.93	3.79	3.84	3.72	84	8.19	8.17	8.09	8.06
52	3.99	3.84	3.89	3.77	85	8.35	8.34	8.37	8.35

+ Guaranteed monthly payments for any ages not shown will be furnished upon request.

# Age refers to the person on whose life the option is based.

**OPTION 6-GUARANTEED MONTHLY PAYMENT FOR EACH \$1000 OF  
PROCEEDS+**

		Male Age								
Female										
Age	50	51	52	53	54	55	56	57	58	59
50	3.44	3.46	3.48	3.50	3.51	3.53	3.54	3.55	3.57	3.58
51	3.47	3.49	3.50	3.52	3.54	3.56	3.57	3.59	3.60	3.62
52	3.49	3.51	3.53	3.55	3.57	3.58	3.60	3.62	3.63	3.65
53	3.51	3.53	3.55	3.57	3.59	3.61	3.63	3.65	3.67	3.69
54	3.53	3.55	3.58	3.60	3.62	3.64	3.66	3.68	3.70	3.72
55	3.55	3.58	3.60	3.62	3.65	3.67	3.69	3.72	3.74	3.76
56	3.57	3.60	3.62	3.65	3.67	3.70	3.72	3.75	3.77	3.79
57	3.59	3.62	3.65	3.67	3.70	3.73	3.75	3.78	3.80	3.83
58	3.61	3.64	3.67	3.70	3.73	3.75	3.78	3.81	3.84	3.86
59	3.63	3.66	3.69	3.72	3.75	3.78	3.81	3.84	3.87	3.90
60	3.64	3.68	3.71	3.74	3.78	3.81	3.84	3.87	3.90	3.94
61	3.66	3.70	3.73	3.76	3.80	3.83	3.87	3.90	3.94	3.97
62	3.68	3.71	3.75	3.79	3.82	3.86	3.90	3.93	3.97	4.00
63	3.69	3.73	3.77	3.81	3.84	3.88	3.92	3.96	4.00	4.04
64	3.71	3.75	3.79	3.83	3.87	3.91	3.95	3.99	4.03	4.07
65	3.72	3.76	3.80	3.84	3.89	3.93	3.97	4.02	4.06	4.10
66	3.73	3.78	3.82	3.86	3.91	3.95	4.00	4.04	4.09	4.13
67	3.75	3.79	3.83	3.88	3.92	3.97	4.02	4.07	4.12	4.16
68	3.76	3.80	3.85	3.89	3.94	3.99	4.04	4.09	4.14	4.19
69	3.77	3.81	3.86	3.91	3.96	4.01	4.06	4.11	4.17	4.22
70	3.78	3.83	3.87	3.92	3.97	4.03	4.08	4.14	4.19	4.25

		Male Age									
Female											
Age	60	61	62	63	64	65	66	67	68	69	70
50	3.59	3.60	3.61	3.62	3.63	3.64	3.65	3.66	3.67	3.67	3.68
51	3.63	3.64	3.65	3.66	3.67	3.68	3.69	3.70	3.71	3.72	3.72
52	3.66	3.68	3.69	3.70	3.72	3.73	3.74	3.75	3.76	3.76	3.77
53	3.70	3.72	3.73	3.75	3.76	3.77	3.78	3.79	3.80	3.81	3.82
54	3.74	3.76	3.77	3.79	3.80	3.82	3.83	3.84	3.85	3.86	3.87
55	3.78	3.80	3.81	3.83	3.85	3.86	3.88	3.89	3.90	3.92	3.93
56	3.81	3.84	3.86	3.87	3.89	3.91	3.93	3.94	3.96	3.97	3.98
57	3.85	3.88	3.90	3.92	3.94	3.96	3.98	3.99	4.01	4.02	4.04
58	3.89	3.92	3.94	3.96	3.99	4.01	4.03	4.05	4.06	4.08	4.10
59	3.93	3.96	3.98	4.01	4.03	4.06	4.08	4.10	4.12	4.14	4.16
60	3.97	4.00	4.02	4.05	4.08	4.11	4.13	4.15	4.18	4.20	4.22
61	4.00	4.04	4.07	4.10	4.13	4.16	4.18	4.21	4.24	4.26	4.28
62	4.04	4.08	4.11	4.14	4.18	4.21	4.24	4.27	4.29	4.32	4.35
63	4.08	4.11	4.15	4.19	4.22	4.26	4.29	4.32	4.35	4.38	4.41
64	4.11	4.15	4.19	4.23	4.27	4.31	4.35	4.38	4.41	4.45	4.48
65	4.15	4.19	4.23	4.28	4.32	4.36	4.40	4.44	4.48	4.51	4.55
66	4.18	4.23	4.27	4.32	4.36	4.41	4.45	4.50	4.54	4.58	4.61
67	4.21	4.26	4.31	4.36	4.41	4.46	4.51	4.55	4.60	4.64	4.68
68	4.25	4.30	4.35	4.40	4.46	4.51	4.56	4.61	4.66	4.71	4.75
69	4.28	4.33	4.39	4.44	4.50	4.56	4.61	4.67	4.72	4.77	4.82
70	4.31	4.36	4.42	4.48	4.54	4.60	4.66	4.72	4.78	4.84	4.89

+ Guaranteed monthly payments for any ages not shown will be furnished upon request.

## 8. GENERAL PROVISIONS

### **The Contract**

The entire contract consists of the basic policy and any attached additional benefit riders, endorsements, and application(s). We relied upon the application(s) in issuing this policy. All statements in the application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements are representations and not warranties. No statement will be used to contest this policy unless contained in the application(s).

Only the President, a Vice President, or the Secretary of Guardian may make or modify this policy. No agent has the authority to:

- change this policy;
- waive any of our requirements; or
- waive an answer to any question in the application(s).

We will not be bound by any promise or statement made by any agent or other person except as stated above.

### **Basic Policy**

The basic policy is this policy including any attached endorsements and application(s), but excluding any additional benefit riders.

### **Age and Sex**

If the age or sex of the insured has been misstated, any benefit under this policy will be that which the premium paid would have purchased for the correct age and sex, according to our published rates on the policy date.

### **Attained Age**

The insured's insurance age is the age on the birthday nearest the policy date. This age is stated on the Policy Data page. The insured's attained age is the insurance age plus the number of policy years completed since the policy date.

### **Policy Date**

The policy date is stated on Policy Data page. Policy years, policy months, and policy anniversaries are measured from the policy date.

### **Issue Date**

The issue date is stated on the Policy Data page. This is the date this policy is issued at our Customer Service Office.

### **Incontestability**

The basic policy will be incontestable after it has been in force during the insured's lifetime for 2 years from its issue date, except for nonpayment of premiums. The contestable period of any additional benefit rider attached to this policy is stated in the rider.

If this policy is reinstated, as provided in "Reinstatement" provision, statements made in the reinstatement application will be incontestable after the reinstated policy has been in force during the insured's lifetime for 2 years from the reinstatement date.

### **Suicide Exclusion**

If the insured commits suicide, while sane or insane, within 2 years from the issue date, our liability will be limited to the greater of:

- the premiums paid; or
- the basic policy's cash value,

with adjustments for loans and dividends.

**Deferment**

We may defer payment for up to 6 months from the date we receive your proper written request at our Customer Service Office:

- for making any loan, other than a loan to pay premiums;
- for payment of this policy's cash surrender value.

If payment of the cash surrender value is deferred 30 days or more, we will pay interest at a yearly rate of 4% for the deferment period.

**Annual Report**

We will provide a written statement to you once each year, except if this policy is being continued as extended term insurance. This report will show the benefits and values provided under this policy.

**Policy Changes**

The plan or amount of insurance, or both, may be changed with our approval. Any change is subject to our published change and underwriting rules. If a decrease in face amount causes the new amount to fall below the minimum amount for the insured's current premium class, we will change the premium class to the next best available class.

**Communications with us**

Please include the policy number, the full name of the owner and the insured, and the owner's current address in all correspondence with us.

**Payments by Guardian**

All sums payable by us are payable at our Customer Service Office.

**Voting**

The owner has the right to vote in Guardian's annual election of Directors. For more information, write to the Secretary at: 7 Hanover Square, New York, New York 10004.

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**Whole Life Insurance Policy**

- Death Proceeds payable at death of insured if policy is in force
- Premiums payable until end of premium period shown on Policy Data page
- Participating - Annual dividends payable if earned

<i>SERFF Tracking Number:</i>	<i>GARD-125681485</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>39254</i>
<i>Company Tracking Number:</i>	<i>08-EWL</i>		
<i>TOI:</i>	<i>L07I Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L07I.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Executive Whole Life</i>		
<i>Project Name/Number:</i>	<i>Executive Whole Life - 08/08-EWL</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GARD-125681485 State: Arkansas  
Filing Company: The Guardian Life Insurance Company of America State Tracking Number: 39254  
Company Tracking Number: 08-EWL  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
Product Name: Executive Whole Life  
Project Name/Number: Executive Whole Life - 08/08-EWL

## Supporting Document Schedules

**Review Status:**  
**Satisfied -Name:** Certification/Notice 06/04/2008  
**Comments:**  
**Attachment:**  
Certificate of Compliance with Rule 19.pdf

**Review Status:**  
**Satisfied -Name:** Application 06/04/2008  
**Comments:**  
**Attachments:**  
L-AP-2004 .pdf  
L-AP-SIGI-2005.pdf

**Review Status:**  
**Satisfied -Name:** Statement of Variability 06/09/2008  
**Comments:**  
**Attachment:**  
Statement of Variability 08-ESWL Generic.pdf

**Review Status:**  
**Satisfied -Name:** Appendix A 06/09/2008  
**Comments:**  
**Attachment:**  
AR Appendix A.pdf

**Review Status:**  
**Satisfied -Name:** Readability 06/09/2008  
**Comments:**  
**Attachment:**  
Readabiity.pdf



**Certificate of Compliance with  
Arkansas Rule and Regulation 19**

Insurer: The Guardian Life Insurance Company of America

Form Number(s): 08-EWL AR

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.

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Signature of Company Officer

John J. Monahan

---

Name

Director

---

June 5, 2008

Date

- ☐ **THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA**  
☐ **THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.**  
☐ **BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA**  
(Please check appropriate company. In this application, "the Company" is the insurer checked above.)

# APPLICATION FOR LIFE INSURANCE

## Part 1

**Please print**

(Page 1 of 7)

## 1. Proposed Insured Information

- a. First Name John MI \_\_\_\_\_ Last Name Doe
- b. Social Security # 123-45-6789
- c. Sex ☒ Male ☐ Female
- d. Date of Birth (mm/dd/yyyy) 12/1/69
- e. Place of Birth Any City, NY
- f. Are you a U.S. citizen? ☒ Yes ☐ No  
If no, give: Visa Type \_\_\_\_\_  
Visa Duration \_\_\_\_\_  
Other \_\_\_\_\_
- g. Marital Status  
☒ Married ☐ Single ☐ Separated  
☐ Widowed ☐ Divorced
- h. Address 123 Main Street  
City New York State NY Zip 11004
- i. How long at this address? 10 Years
- j. Home phone (212) 555-5555
- k. e-mail address \_\_\_\_\_
- l. If less than 2 years at current address, please furnish previous address:  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- m. Telephone Interview – if more information is needed, a representative may call you. Show the most convenient place and range of times for such a call weekdays between the hours of 9:00 a.m. and 9:00 p.m.  
☒ Home ☐ Business ☐ Other – Phone \_\_\_\_\_ Times 6:00 – 8:00 ☐ a.m. ☒ p.m.

## 2. Employment Information

- a. Name of Employer ABC Accounting
- b. Address 500 Park Avenue  
City New York State NY Zip 11234  
Business Phone (800) 123-4567 Business Web Site \_\_\_\_\_
- c. If address is P.O. Box, include street address as well:  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- d. Occupation Accountant e. Job Title \_\_\_\_\_
- f. Nature of Business Supervisor of Accounting Staff
- g. How many years employed? 15 (If less than 2 years please furnish previous employer below)
- h. Former Employer \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- i. Occupation \_\_\_\_\_ j. Job Title \_\_\_\_\_
- k. Nature of Business \_\_\_\_\_

**3. Owner Information***(Complete only if the proposed insured is NOT to be the policyowner)*

a. Owner name (First, MI, Last) or name of trust, company or other owner: \_\_\_\_\_

b. Social Security No./Tax ID No. \_\_\_\_\_ c. Relationship to proposed insured \_\_\_\_\_

d. Street Address \_\_\_\_\_

e. Telephone Number \_\_\_\_\_

f. Tax Qualified Plan? ☐ Yes ☐ Nog. Complete if Policy is **Trust Owned**:

Date of Trust \_\_\_\_\_

Complete Names of Authorized Trustees \_\_\_\_\_

**4. Beneficiary Information***Print full name and relationship to Proposed Insured. (Unless otherwise indicated, all Primary Beneficiaries who survive the Insured shall share equally. If no Primary Beneficiary survives the Insured, benefits will be paid in equal shares to the Contingent Beneficiaries, etc., if surviving the Insured, unless otherwise specified).*a. Primary Beneficiary Jane Doe, Wife of Insured \_\_\_\_\_

b. Contingent Beneficiary \_\_\_\_\_

c. Tertiary Beneficiary \_\_\_\_\_

**5. Purpose of Insurance**

Please describe the purpose of the proposed insurance (check one or more of the following, or describe in "Other"):

- |  |  |  |   |   |
|--|--|--|---|---|
| <input type="checkbox"/> Buy-Sell        | <input type="checkbox"/> Deferred Compensation | <input type="checkbox"/> Charitable Planning | <input type="checkbox"/> Family Income        | <input type="checkbox"/> Mortgage               |
| <input type="checkbox"/> Key Person      | <input type="checkbox"/> Split Dollar          | <input type="checkbox"/> Estate Planning     | <input type="checkbox"/> Retirement           | <input type="checkbox"/> Spouse/Child Insurance |
| <input type="checkbox"/> Executive Bonus | <input type="checkbox"/> Collateral for Debt   | <input type="checkbox"/> Wealth Accumulation | <input checked="" type="checkbox"/> Education | <input type="checkbox"/> Other _____            |

**6. Financial Information****Personal Finances** (This section applies to the proposed insured. If this policy is business owned, please also complete the Business Finances section below.)a. Total Assets \$ 750,000 b. Total Liabilities \$ 50,000 c. Net Worth \$ 70,000d. Earned Income \$ 100,000 e. Unearned Income (if in excess of \$10,000) \$ \_\_\_\_\_**Business Finances** (Complete if policy is business owned)f. Type of Business (Check One): ☐ Limited Liability Co. ☐ Sole Proprietor ☐ Partnership ☐ S Corp  
☐ C Corp ☐ Other \_\_\_\_\_

g. Total Assets \$ \_\_\_\_\_ h. Total Liabilities \$ \_\_\_\_\_ i. Net Worth \$ \_\_\_\_\_

j. Net Profit After Taxes for past Two Years: Last Year \$ \_\_\_\_\_ Previous Year \$ \_\_\_\_\_

k. How long has the business been established? \_\_\_\_\_

l. What is the nature of the business? \_\_\_\_\_

m. What percentage of the business is owned by the proposed insured? \_\_\_\_\_

n. Is there business insurance applied for or in force on other key members of this firm? ☐ Yes ☐ No

If "yes", please provide details: \_\_\_\_\_

**7. Proposed Insurance**a. Plan of Insurance Whole Life Base Policy Face Amount \$ 250,000**b. Riders****Traditional Life/Term Riders** (Note: Option Q and R riders are elected in the Dividends Section)

- ☒ Accidental Death Benefit (ADB) ADB Face Amount: \$ 150,000
- ☒ Waiver of Premium (WP) ☐ Initial Period Waiver of Premium (For LifeSpan only)
- ☐ Scheduled/Unscheduled Paid-Up Additions (EPUA) Rider ☐ Unscheduled Only Paid-Up Additions (EPUA) Rider
- If a Scheduled PUA Payment is desired, indicate annual amount \$ \_\_\_\_\_
- If an Initial PUA Payment is to be made, indicate amount (not including first Scheduled payment) \$ \_\_\_\_\_
- If Waiver of Specified Amount benefit is requested, indicate annual Specified Amount \$ \_\_\_\_\_
- ☐ Guaranteed Purchase Option (GIO)/Whole Life Purchase Option Option Amount: \$ \_\_\_\_\_
- ☐ Accelerated Benefit Rider (EABR/ABR) (please complete required disclosure form)
- ☐ 10 Year Annually Renewable Term (RTR-10) Term Amount: \$ \_\_\_\_\_
- ☐ Paid-Up Insurance Rider (for EMP, GIWL, SUPP only) Equivalent Annual Deposit, excluding Waiver \$ \_\_\_\_\_
- ☐ Paid-Up Additions Rider (for EMP, GIWL, SUPP only) First Year Purchase Payment \$ \_\_\_\_\_
- ☐ DuoGuard (List names & amounts for Designated Lives. Complete a separate application for each Designated Life.)
- | Name of Designated Life | Amount   | Name of Designated Life | Amount   |
|-------------------------|----------|-------------------------|----------|
| _____                   | \$ _____ | _____                   | \$ _____ |
| _____                   | \$ _____ | _____                   | \$ _____ |
| _____                   | \$ _____ | _____                   | \$ _____ |
- ☐ Exchange to Term Insurance ☐ Select Security Rider
- ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_

**Universal Life and Variable Life Riders**

- ☐ Additional Sum Insured (Do NOT include this amount in Base Face Amount shown above) \$ \_\_\_\_\_
- ☐ Secondary Guarantee Coverage Rider/Guaranteed Coverage Rider (for VUL GCR, elect coverage to age \_\_\_\_\_)
- ☐ Accidental Death Benefit (ADB) ADB Face Amount: \$ \_\_\_\_\_
- ☐ Waiver of Monthly Deductions
- ☐ Disability Benefit Rider Monthly Specified Amount: \$ \_\_\_\_\_
- ☐ Guaranteed Insurability Option Option Amount \$ \_\_\_\_\_
- ☐ Adjustable Annual Renewable Term Term Amount: \$ \_\_\_\_\_ ☐ Select Security Rider
- ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_

**Riders for Survivorship Products** (EstateGuard, SVUL, etc.)

- ☐ Survivorship Waiver of Premium (Death Waiver) (available on one or both of the base policy insureds) ☐ 10 Year ☐ 15 Year
- ☐ (1st Insured) \_\_\_\_\_ ☐ (2nd Insured) \_\_\_\_\_
- ☐ Policy Split Option
- ☐ Adjustable Annual Renewable Term (on both insureds) Term Amount: \$ \_\_\_\_\_
- ☐ Single Life Term/RTR 85 (available on one or both of the base policy insureds)
- ☐ (1st Insured) \_\_\_\_\_ \$ \_\_\_\_\_
- ☐ (2nd Insured) \_\_\_\_\_ \$ \_\_\_\_\_
- ☐ Second to Die DuoGuard (List names & amounts for Designated Lives. Complete a separate application for each Designated Life.)
- | Name of Designated Life | Amount   | Name of Designated Life | Amount   |
|-------------------------|----------|-------------------------|----------|
| _____                   | \$ _____ | _____                   | \$ _____ |
| _____                   | \$ _____ | _____                   | \$ _____ |
- ☐ First To Die DuoGuard (available on one or both of the base policy insureds)
- ☐ (1st Insured) \_\_\_\_\_ \$ \_\_\_\_\_
- ☐ (2nd Insured) \_\_\_\_\_ \$ \_\_\_\_\_
- ☐ Split Dollar Protector (available on one or both of the base policy insureds)
- ☐ (1st Insured) \_\_\_\_\_ ☐ (2nd Insured) \_\_\_\_\_
- ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_

**8. Premiums****a. Mode**

☒ Annual ☐ Semiannual ☐ Quarterly ☐ Monthly (list bill only – this may not be available for all products)

☐ Guard-O-Matic (complete the appropriate Request Form)

☐ New Service ☐ Add to my existing service Existing Policy Number \_\_\_\_\_

☐ Other \_\_\_\_\_

**b. Who is to pay premiums? Owner****c. Send premium notices to:**

☐ Residence ☐ Business ☒ Owner's address ☐ Other \_\_\_\_\_

☐ List Bill

☐ New – Billing Name \_\_\_\_\_ Common billing date \_\_\_\_\_

☐ Existing account # \_\_\_\_\_

**d. Automatic Premium Loan (if available) ☒ Yes ☐ No (if left blank, default will be Yes)****e. Complete for VUL/UL policies:**

Initial Premium \$ \_\_\_\_\_ Planned Premium (at the mode indicated above) \$ \_\_\_\_\_

**f. Complete for Variable Whole Life (PAL) policies:**

Initial Premium \$ \_\_\_\_\_ Planned Modal Unscheduled Payment \$ \_\_\_\_\_

**g. Prepayment of Premium**

☐ No money is being submitted with this application.

☒ Money is being submitted with this application, in the amount of \$ 250,000 for proposed life insurance in the amount of \$ 1,000 in exchange for the Conditional Receipt providing proposed conditional coverage for this amount of insurance only. Please see the Conditional Receipt for the circumstances under which money can be paid with this application, and Item (3) under "Conditions" in the Receipt for rules pertaining to the amount of life insurance that can be entered above.

**9. Dividends (for participating policies only)**

☐ A-Paid in cash

☐ B-Reduce premiums

☐ C-Left at interest (Complete W-9 form if elected)

☒ D-Paid-Up Additional Insurance (Option D will be the default option if no other is elected)

☐ F-Term Insurance face amount not in excess of cash value/Balance to purchase paid-up additional insurance

☐ G-Term Insurance face amount not in excess of cash value/Balance to reduce premium

☐ K-Deferred Additional Insurance (EMP plans only)

☐ L-Term Insurance face amount not in excess of twice face amount of basic policy/Balance to purchase paid-up additional insurance

☐ P-Term Insurance face amount not in excess of twice face amount of basic policy/Balance to reduce premium

☐ Q-One Year Term Insurance not to exceed Target Face Amount\* of \$ \_\_\_\_\_

☐ R-One Year Term Insurance with Increasing Target Face Amount\* Initial Target \$ \_\_\_\_\_

☐ Level Increases % \_\_\_\_\_ ☐ Compound Increases % \_\_\_\_\_

☐ S-Premium Offset – (available only if a PUA rider is requested. Premiums to be offset at the end of the first policy year by use of PUA rider additions and future dividends) ☐ with Target Face Amount\* not to exceed \$ \_\_\_\_\_

☐ U-Loan Repayment/Balance to Paid-up Additions

☐ Other \_\_\_\_\_

\* Do not include the base policy face amount in the Target Face Amount.

**10. Additional Information for VUL/UL Policies****a. Death Benefit Option (Note, not all options may be available with all policies)**

☐ Option 1 ☐ Option 2 ☐ Option 3 ☐ Other \_\_\_\_\_

**b. Section 7702 Test (Note, the choice of 7702 Test may not apply to all policies)**

Section 7702 of the Internal Revenue Code defines Life Insurance and specifies the rules under which the growth of life insurance policy cash values are excludible from gross income. If the plan being applied for provides a choice of test under 7702 to qualify the policy as life insurance, please check one of the tests shown below. Once a test is elected, it cannot be changed. If there is a choice of Test and none is elected, the Guideline Premium Test will be used.

☐ Guideline Premium Test

☐ Cash Value Accumulation Test

**11. Replacement**

As a result of the proposed purchase of life insurance, have you or are you considering any of the following: (a) the lapse, surrender, forfeit, assignment to an insurer, or termination of any existing life insurance policy or annuity contract; and/or (b) the use of funds from your existing life insurance policy or annuity contract to pay the premium or premiums on the new life insurance policy?

☐ Yes ☒ No

(If "Yes", please provide details in the Remarks section. Details must include at a minimum a listing of policies or contracts so affected, properly identified by name of insurer, name of insured/annuitant, and policy or contract number if known. If no policy number has been assigned, other identifying information, such as an application or receipt number should be listed. Depending on your state's requirements, your agent may ask you to complete a replacement disclosure form.)

**12. Existing Insurance on Proposed Insured**

Are there any existing life insurance policies or annuity contracts in force on the proposed insured? ☐ Yes (please list below) ☒ No

**A. Life insurance policies**

Name of Company	Year Issued	Amount	Personal or Business	Accidental Death Amt	Waiver of Premium	GIO Amt
			<input type="checkbox"/> Per. <input type="checkbox"/> Bus			
			<input type="checkbox"/> Per. <input type="checkbox"/> Bus			
			<input type="checkbox"/> Per. <input type="checkbox"/> Bus			

**B. Annuity contracts**

Name of Company	Year Issued	Waiver of Premium

**13. Personal History of the Proposed Insured**

(These questions apply to the Proposed Insured. Please provide details in Remarks section for any "yes" answers to the following questions, except for 13c.)

	Yes	No
a. Do you intend to change your occupation?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Do you intend to reside or travel outside of the U.S.?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Do you drive a motor vehicle? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driver's License State <u>New York</u> Driver's License # <u>123456789</u>		
d. Within the past five years, have you been charged with and/or convicted of any motor vehicle moving violations or had your driver's license suspended or revoked? (If yes, details must include date of violation, description of violation and penalty.).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Within the last ten years, have you been convicted of a felony, or is such a charge pending against you?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Within the last three years have you participated in, or do you intend to participate in, any of the following: piloting any type of aircraft; mountain climbing or rock climbing; scuba diving; hang gliding; parachuting or skydiving; or motor vehicle racing? (If yes to any, complete Aviation and/or Avocation Supplement.) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Have you ever filed for personal or business bankruptcy? (If yes, give full details and date of discharge in Remarks section.) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Within the past five years, have you had disability, accident, medical or life insurance declined, postponed, modified, rated, cancelled or withdrawn a pending application, or had a renewal or reinstatement refused? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Have you smoked cigarettes in the past 24 months?..... (If you have quit, date last used: _____)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Have you used tobacco in any form in the last 12 months?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If "No", have you used tobacco in any form in the last 24 months?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If "No", have you used tobacco in any form in the last 48 months?..... (If you have quit, date last used: _____)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
k. Do you currently use a nicotine patch or nicotine gum?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
l. Do you plan to apply for or are you currently applying for any other life, disability or accident insurance? (In details, include amount and company applied with, and whether this other insurance will be in addition to or in lieu of insurance with Guardian/GIAC/Berkshire.) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**14. Remarks Section**

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**15. Alternate/Additional Life Policy**

*Note: This section may only be used if **no** cash is being paid with the application. If cash is being paid, a separate application is needed for the alternate or additional plan.*

Please indicate: ☐ Alternate Policy ☐ Additional Policy

Plan of Insurance: \_\_\_\_\_ Face Amount: \_\_\_\_\_

Details (Riders, Benefits, Dividend Option, etc.):

**16. Amendments or Corrections (For Home Office Or Customer Service Office Use Only)**

# Application For Life Insurance – Part I (continued)

## Representations of the Proposed Insured and Owner

(Page 7 of 7)

Those parties who sign below, agree that:

1. This application, (Part 1, Part 2, the Authorization, the Variable Life Supplement, if applicable, and any other supplements to the application) will form the basis for, and become part of and attached to, any policy issued.
2. That all of the statements that are part of the application are correctly recorded, and are complete and true to the best of the knowledge and belief of those persons who made them.
3. No agent, broker or medical examiner has any right to accept risks, make or change contracts, or to waive or modify any of the Company's rights or requirements. No information acquired by any Representative of the Company shall bind the Company unless it shall have been set out in writing in this application.
4. Any misrepresentation or omission, if found to be material, may adversely affect acceptance of the risk, claims payment or may lead to rescission of any policy that is issued based on this application.
5. The policy date is the date from which premiums are calculated and become due. The effective date is the date the policy is delivered and the first premium is paid. Except as provided in the Conditional Receipt (if an advance payment has been made and acknowledged and such Receipt issued) coverage does not begin until the effective date assuming the first premium is paid during the lifetime and prior to any change in the health of the Proposed Insured.
6. Changes or corrections made by the Company and noted in the "Amendments or Corrections" section are ratified by the Owner upon acceptance of a policy containing this application with the noted changes or corrections. In those states where written consent is required by statute or State Insurance Department regulation for amendments as to plan, amount, classification, age at issue, or benefits, such changes will be made only with the Owner's written consent.
7. By paying premiums on a basis more frequently than annually, the total premium payable during one year's time will be greater than if the premium were paid annually. That is, the cost of paying annualized periodic premiums will be more than the cost of paying one annual premium.
8. ☐ Check here if backdating to save age is being requested. Note that a request to backdate to save age can only be honored if permitted by state law. If not backdating to save age, but a specific policy date is being requested, please enter date here: \_\_\_\_\_

**Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may also be subject to civil penalties.**

Signed at: New York NY on 12/10/04  
City and State mm/dd/yyyy

John Doe  
Signature of Proposed Insured

\_\_\_\_\_  
Signature of Applicant/Owner if Other than Proposed Insured

\_\_\_\_\_  
Signature of Additional Owner

\_\_\_\_\_  
Witness (for applications taken by mail)

- ☐ Check here if this application was taken by mail. If application is taken by mail, the signature of the agent does not attest to the signature of the Proposed Insured or Owner if Other than the Proposed Insured.
- ☒ Check here if this application was taken in person. I certify that I have taken this application in the presence of the Proposed Insured and Owner (if Other than the Proposed Insured), and that I have truly and accurately recorded on this application the information supplied by the Proposed Insured and Owner (if Other than the Proposed Insured).

Mary Smith  
Signature of Licensed Agent

987654  
License Number(s)

Mary Smith  
Agent's Name

NY  
State(s) where licensed



Customer Service Office  
3900 Burgess Place  
Bethlehem, PA 1807

**THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA**  
**APPLICATION FOR LIFE INSURANCE**  
**Simplified Issue/Guaranteed Issue**

Please print

(Page 1 of 5)

**1. Proposed Insured Information**

- a. First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_
- b. Social Security # \_\_\_\_\_ c. Sex ☐ Male ☐ Female
- d. Date of Birth (mm/dd/yyyy) \_\_\_\_\_ e. Place of Birth \_\_\_\_\_
- f. Are you a U.S. citizen? ☐ Yes ☐ No g. Marital Status  
If no, give: Visa Type \_\_\_\_\_ ☐ Married ☐ Single ☐ Separated  
Visa Duration \_\_\_\_\_ ☐ Widowed ☐ Divorced  
Other \_\_\_\_\_
- h. Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- i. How long at this address? \_\_\_\_\_ j. Home phone \_\_\_\_\_

**2. Employment Information**

- a. Name of Employer \_\_\_\_\_
- b. Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Business Phone \_\_\_\_\_ c. How many years employed? \_\_\_\_\_
- d. Occupation \_\_\_\_\_ f. Job Title \_\_\_\_\_
- e. Nature of Business \_\_\_\_\_

**3. Owner Information (Complete only if the proposed insured is NOT to be the policyowner)**

- a. Owner name (First, MI, Last) or name of trust, company or other owner: \_\_\_\_\_
- b. Social Security No./Tax ID No. \_\_\_\_\_ c. Relationship to proposed insured \_\_\_\_\_
- d. Street Address \_\_\_\_\_
- e. Telephone Number \_\_\_\_\_ f. Tax Qualified Plan? ☐ Yes ☐ No
- g. Complete if Policy is **Trust Owned**: Date of Trust \_\_\_\_\_  
Complete Names of Authorized Trustees \_\_\_\_\_

**4. Beneficiary Information**

*Print full name and relationship to Proposed Insured. (Unless otherwise indicated, all Primary Beneficiaries who survive the Insured shall share equally. If no Primary Beneficiary survives the Insured, benefits will be paid in equal shares to the Contingent Beneficiaries, etc., if surviving the Insured, unless otherwise specified).*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Purpose of Insurance**

Please describe the purpose of the proposed insurance (check one or more of the following, or describe in "Other"):

- |  |  |  |  |   |
|--|--|--|--|---|
| <input type="checkbox"/> Buy-Sell        | <input type="checkbox"/> Deferred Compensation | <input type="checkbox"/> Charitable Planning | <input type="checkbox"/> Family Income | <input type="checkbox"/> Mortgage               |
| <input type="checkbox"/> Key Person      | <input type="checkbox"/> Split Dollar          | <input type="checkbox"/> Estate Planning     | <input type="checkbox"/> Retirement    | <input type="checkbox"/> Spouse/Child Insurance |
| <input type="checkbox"/> Executive Bonus | <input type="checkbox"/> Collateral for Debt   | <input type="checkbox"/> Wealth Accumulation | <input type="checkbox"/> Education     | <input type="checkbox"/> Other _____            |

**6. Proposed Insurance****a. Plan of Insurance** \_\_\_\_\_ **Base Policy Face Amount \$** \_\_\_\_\_**b. Riders****Traditional Life/Term Riders** (Note: Option Q and R riders are elected in the Dividends Section)

- ☐ Accidental Death Benefit (ADB) ADB Face Amount: \$ \_\_\_\_\_
- ☐ Waiver of Premium (WP) ☐ Initial Period Waiver of Premium (For LifeSpan only)
- ☐ Scheduled/Unscheduled Paid-Up Additions (EPUA) Rider ☐ Unscheduled Only Paid-Up Additions (EPUA) Rider
- If a Scheduled PUA Payment is desired, indicate annual amount \$ \_\_\_\_\_
- If an Initial PUA Payment is to be made, indicate amount (not including first Scheduled payment) \$ \_\_\_\_\_
- If Waiver of Specified Amount benefit is requested, indicate annual Specified Amount \$ \_\_\_\_\_
- ☐ Guaranteed Purchase Option (GIO) Option Amount: \$ \_\_\_\_\_
- ☐ Accelerated Benefit Rider (EABR/ABR) (please complete required disclosure form)
- ☐ 10 Year Annually Renewable Term (RTR-10) Term Amount: \$ \_\_\_\_\_
- ☐ DuoGuard (List names & amounts for Designated Lives. Complete a separate application for each Designated Life.)
- | <u>Name of Designated Life</u> | <u>Amount</u> | <u>Name of Designated Life</u> | <u>Amount</u> |
|--------------------------------|---------------|--------------------------------|---------------|
| _____                          | \$ _____      | _____                          | \$ _____      |
| _____                          | \$ _____      | _____                          | \$ _____      |
| _____                          | \$ _____      |                                |               |
- ☐ Select Security Rider
- ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_ \$ \_\_\_\_\_

**7. Premiums****a. Mode**

- ☐
- Annual
- ☐
- Semiannual
- ☐
- Quarterly
- ☐
- Monthly (list bill only – this may not be available for all products)

☐ Guard-O-Matic (complete the appropriate Request Form)☐ New Service ☐ Add to my existing service Existing Policy Number \_\_\_\_\_☐ Other \_\_\_\_\_**b. Who is to pay premiums?** \_\_\_\_\_**c. Send premium notices to:**☐ Residence ☐ Business ☐ Owner's address ☐ Other \_\_\_\_\_☐ List Bill☐ New – Billing Name \_\_\_\_\_ Common billing date \_\_\_\_\_☐ Existing List Bill # \_\_\_\_\_**d. Automatic Premium Loan (if available)** ☐ Yes ☐ No (if left blank, default will be Yes)**8. Dividends (for participating policies only)**

- ☐ A-Paid in cash
- ☐ B-Reduce premiums
- ☐ C-Left at interest (Complete W-9 form if elected)
- ☐ D-Paid-Up Additional Insurance (Option D will be the default option if no other is elected)
- ☐ Q- One Year Term Insurance not to exceed Target Face Amount\* of \$ \_\_\_\_\_
- ☐ R- One Year Term Insurance with Increasing Target Face Amount\* Initial Target \$ \_\_\_\_\_
- ☐ Level Increases % \_\_\_\_\_ ☐ Compound Increases % \_\_\_\_\_
- ☐ Other \_\_\_\_\_

\* Do not include the base policy face amount in the Target Face Amount.

**9. Replacement**

As a result of the proposed purchase of life insurance, have you or are you considering any of the following: (a) the lapse, surrender, forfeit, assignment to an insurer, or termination of any existing life insurance policy or annuity contract and/or (b) the use of funds from your existing life insurance policy or annuity contract to pay the premium or premiums on the new life insurance policy?

☐ Yes ☐ No

(If "Yes", please provide details in the Remarks section. Details must include at a minimum a listing of policies or contracts so affected, properly identified by name of insurer, name of insured/annuitant, and policy or contract number if known. If no policy number has been assigned, other identifying information, such as an application or receipt number should be listed. Depending on your state's requirements, your agent may ask you to complete a replacement disclosure form.)

**10. Existing Insurance**

Are there any existing life insurance policies or annuity contracts in force on the proposed insured. ☐ Yes (please list below) ☐ No

**A. Life insurance policies/Annuity Contracts**

Name of Company	Year Issued	Amount	Personal or Business	Accidental Death Amt	Waiver of Premium	GIO Amt
_____	_____	_____	<input type="checkbox"/> Per. <input type="checkbox"/> Bus	_____	_____	_____
_____	_____	_____	<input type="checkbox"/> Per. <input type="checkbox"/> Bus	_____	_____	_____
_____	_____	_____	<input type="checkbox"/> Per. <input type="checkbox"/> Bus	_____	_____	_____

**11. Actively At Work**

a. During the last 90 days has the proposed insured been actively at work for at least 30 hours a week with no more than 3 consecutive days missed due to injury or illness? ☐ Yes ☐ No

b. Is the Proposed Insured now actively at work full time? ☐ Yes ☐ No

**12. Personal History of the Proposed Insured ( Do not complete if applying for Guaranteed Issue)**

(These questions apply to the Proposed Insured. Please provide details in Remarks section for any "yes" answers to the following questions.)

- a. Height \_\_\_\_\_ Weight \_\_\_\_\_
- b. Within the past ten years, have you been diagnosed by or received treatment from a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), or any deficiency of the immune system such as Human Immunodeficiency Virus?..... ☐ Yes ☐ No
- c. Have you ever had, been treated for or received a consultation or counseling for:
- I. Heart disease, stroke, chest pain, elevated blood pressure, heart murmur or any other disease or other disease or disorder of the heart or blood vessels?..... ☐ Yes ☐ No
  - II. Respiratory disorder, kidney disorder, diabetes, mental or emotional problems, disorder of the liver or other gastrointestinal organs, cancer or tumor of any kind, anemia or other disorder of the blood, disorder of the nervous systems or disorder of the reproductive organs?..... ☐ Yes ☐ No
  - III. Any condition not covered in (a) or (b)? ..... ☐ Yes ☐ No
- d. Are you currently receiving medical care or taking medication? ..... ☐ Yes ☐ No
- e. Have you been advised within the past 5 years to have any diagnostic test, hospitalization, or surgery which has not been completed?..... ☐ Yes ☐ No
- f. Have you ever used drugs other than as prescribed by a physician or had or been advised to have counseling or treatment for alcohol or drug use? ..... ☐ Yes ☐ No
- g. Have you smoked cigarettes in the past 24 months? ..... ☐ Yes ☐ No  
(if you have quit, date last used: \_\_\_\_\_ )
- h. Have you used tobacco in any form in the last 12 months?..... ☐ Yes ☐ No  
If "No", have you used tobacco in any form in the last 24 months?..... ☐ Yes ☐ No  
If "No", have you used tobacco in any form in the last 48 months?..... ☐ Yes ☐ No  
(If you have quit, date last used: \_\_\_\_\_ )
- i. Do you currently use a nicotine patch or nicotine gum?..... ☐ Yes ☐ No

## This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

*Note: This section may only be used if **no** cash is being paid with the application. If cash is being paid, a separate application is needed for the alternate or additional plan.*

Plan of Insurance: \_\_\_\_\_ Face Amount: \_\_\_\_\_

Details (Riders, Benefits, Dividend Option, etc.):

## L-AP-SIGI-2005

# Application For Life Insurance (continued)

## Representations of the Proposed Insured and Owner

(Page 5 of 5)

Those parties who sign below, agree that:

1. This application, (Part 1, Part 2, the Authorization and any other supplements to the application) will form the basis for, and become part of and attached to, any policy issued.
2. That all of the statements that are part of the application are correctly recorded, and are complete and true to the best of the knowledge and belief of those persons who made them.
3. No agent, broker or medical examiner has any right to accept risks, make or change contracts, or to waive or modify any of the Company's rights or requirements. No information acquired by any Representative of the Company shall bind the Company unless it shall have been set out in writing in this Application
4. Any misrepresentation or omission, if found to be material, may adversely affect acceptance of the risk, claims payment or may lead to rescission of any policy that is issued based on this application.
5. The policy date is the date from which premiums are calculated and become due. The effective date is the date the policy is delivered and the first premium is paid. Except as provided in the Conditional Receipt (if an advance payment has been made and acknowledged and such Receipt issued) coverage does not begin until the effective date assuming the first premium is paid during the lifetime and prior to any change in the health of the Proposed Insured.
6. Changes or corrections made by the Company and noted in the "Amendments or Corrections" section are ratified by the Owner upon acceptance of a policy containing this application with the noted changes or corrections. In those states where written consent is required by statute or State Insurance Department regulation for amendments as to plan, amount, classification, age at issue, or benefits, such changes will be made only with the Owner's written consent.
7. By paying premiums on a basis more frequently than annually, the total premium payable during one year's time will be greater than if the premium were paid annually. That is, the cost of paying annualized periodic premiums will be more than the cost of paying one annual premium.
8. ☐ Check here if backdating to save age is being requested. Note that a request to backdate to save age can only be honored if permitted by state law. If not backdating to save age, but a specific policy date is being requested, please enter date here: \_\_\_\_\_

**Any person who knowingly, and with intent to defraud any insurance company or other person, files an application of insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may also be subject to civil penalties.**

Signed at: \_\_\_\_\_ on \_\_\_\_\_  
City and State mm/dd/yyyy

\_\_\_\_\_  
Signature of Proposed Insured Signature of Applicant/Owner if Other than Proposed Insured

\_\_\_\_\_  
Signature of Additional Owner Witness (for applications taken by mail)

- ☐ Check here if this application was taken by mail. If application is taken by mail, the signature of the agent does not attest to the signature of the Proposed Insured or Owner if Other than the Proposed Insured.
- ☐ Check here if this application was taken in person. I certify that I have taken this application in the presence of the Proposed Insured and Owner (if Other than the Proposed Insured), and that I have truly and accurately recorded on this application the information supplied by the Proposed Insured and Owner (if Other than the Proposed Insured).

\_\_\_\_\_  
Signature of Licensed Agent License Number(s)

\_\_\_\_\_  
Agent's Name State(s) where licensed

## **Statement of Variability for Filing of Policy Form 08-EWL \***

\*NOTE: This document will refer to the form number shown above, which is the generic form number for this Whole Life product. In many states a different form number applies using the state's postal abbreviation as a suffix to the form number.

Our submission of policy forms 08-EWL to your state for approval includes a number of areas in the policy form that have been bracketed as variable. With your Department's consent, we intend to treat this variable information as items that can vary, within a specified range without requiring the policy form to be re-approved by your state.

Most of the variables that have been bracketed are what we refer to as "John Doe" information. This is policy information that varies depending on (a) the demographics of the individual who is being insured under the policy (as well as names of the owner and beneficiary), (b) the specific insurance being issued (such as the face amount), c) whether the policy is issued as a fully-underwritten, simplified issue or guarantee issue plan, and (d) (the rates and values for the policy that are determined by (a), (b) and (c).

The table below discusses and explains the variables in policy forms 08-EWL in detail. As stated in our filing letter, we do plan to make numerous other previously approved rider forms available with these new Whole Life plans.

<b>Variable</b>	<b>Description</b>	<b>Range of Data, if applicable, or explanation of data</b>
Variable 1	Name of Insured	Insured's name will print here.
Variable 2	Age of Insured	This is the age of the insured at issue of the policy, and is the age on the birthday nearest to the Policy Date. The minimum/maximum issue ages are as follows: <ul style="list-style-type: none"><li>• 20-70 for the fully underwritten and simplified issue plans</li><li>• 20-65 for the guaranteed issue plan</li></ul>
Variable 3	Sex of Insured	This will be the insured's gender. We will use either "male" or "female".
Variable 4	Face Amount	This is the base policy face amount. The minimum amounts are as follows: <ul style="list-style-type: none"><li>• \$50,000 for the fully underwritten and guaranteed issue plans</li><li>• \$250,000 for the simplified issue plan.</li></ul> The maximum face amount is as follows: <ul style="list-style-type: none"><li>• For fully underwritten plans, the Company's retention limits.</li><li>• For simplified issue plans, per insured is the lower of \$50,000 times the number of lives OR \$1,000,000</li><li>• For guaranteed issue plans<ul style="list-style-type: none"><li>○ 10-20 lives: \$30,000 x number of lives</li><li>○ 21-35 lives: \$35,000 x number of lives</li><li>○ 36+ lives: \$40,000 x number of lives, up to \$3 million face</li></ul></li></ul>
Variable 5	Policy Number	This is a unique number which identifies the policy in our administrative systems and for correspondence with the policyowner
Variable 6	Issue Date	This is the date the policy is issued by the company and also normally begins the policy's suicide and contestable periods, though in certain states, we may be required to use the Policy Date.
Variable 7	Policy Date	This is the Policy Date, which is the date that determines the issue age of the insured. Consequently, this date/age also drives the premiums and values for the policy, and the expiry dates for certain riders.

Variable 8	Premium Class	<p>This is the risk class of the insured based on the underwriting process.</p> <ul style="list-style-type: none"> <li>For fully underwritten plans: Preferred Plus NT, Preferred NT, Nonsmoker, Standard, and Substandard Class 1-16</li> <li>For simplified issue plans: Preferred Plus NT, Preferred NT, Nonsmoker, Standard, and Substandard Class 1-16</li> <li>For guaranteed issue plans: standard</li> </ul>
Variable 9	Owner	This is the name of the policyowner.
Variable 10	Beneficiary	This is the name of the beneficiary elected in the initial application, and the relationship of that beneficiary to the insured.
Variable 11	Basic Policy Premium	This is the annual premium for the base policy
Variable 12	Basic Policy Years Payable	This is the number of years the premium for the base policy is payable. It is calculated as 90 minus the issue age of the insured.
Variable 13	Total Initial Annual Premium	This is the sum of the base policy premium and the premiums for rider benefits. It is the amount the owner will need to pay in the first policy year to keep the policy and all elected supplementary benefits in force.
Variable 14	Loan Date	The loan interest rate for these Whole Life policies decreases from 8% to 5% after 20 years, or at age 65 if earlier. This variable shows the actual date the rate will change.
Variable 15	Customer Service Office	This is the address and telephone number of our Customer Service Office. If we change the location or telephone number of the Customer Service Office, we would like to be able to modify the policy without refiling.
Variable 16	Cash Values	These are the guaranteed cash values (per \$1,000) for the first 20 policy years, and at select attained ages.
Variable 17	Paid-up Nonforfeiture	These are the guaranteed reduced paid-up insurance amounts (per \$1,000) that would apply if the RPU nonforfeiture option takes effect.
Variable 18	Extended Term	This is the length of the extended term period if the ETI nonforfeiture option takes effect. These are based on the guaranteed cash values.
Variable 19	Cash Value Factors	The cash value of the policy is defined in terms of present value of future benefits minus present value of the cash value factors shown here.
Variable 20	Policy Data Page Form Number	<p>This field will be one of the following:</p> <ul style="list-style-type: none"> <li>Blank: indicating the previously approved, fully-underwritten version of this product</li> <li>"GI": indicating issuance of the Guaranteed Issue version of this product.</li> <li>"SI": indicating issuance of the Simplified Issue version of this product.</li> </ul>
Variable 21	Free Look Period	This is on the policy's front cover in the Free Look Period provision. In many states, if the policy is issued as the result of a replacement, the free look period must be longer than normal, e.g., 20 or 30 days. If necessary in your state, we will change the free look period to the correct number of days for policies issued as a result of replacement. However, this will never be less than 10 days.

Insured	[Variable 1]	[Variable 2] [Variable 3]	Age and Sex
Face Amount	[Variable 4]	[Variable 5]	Policy Number
Plan of Insurance	Whole Life Insurance Paid-up At Age 90	[Variable 7] [Variable 6]	Policy Date Issue Date
		[Variable 8]	Premium Class



**The Guardian  
Life Insurance Company  
Of America**

**A Mutual Company  
Established 1860**

**Read this policy carefully. This policy is a legal contract between the owner and The Guardian Life Insurance Company of America (Guardian).**

Guardian will pay the death proceeds to the beneficiary upon receipt at our Customer Service Office of due proof that the insured died while the policy was in force. The entire contract consists of the basic policy and any attached additional benefit riders, endorsements and application(s). This policy is issued by Guardian at its home office at 7 Hanover Square, New York, New York 10004, on the issue date. However, all correspondence should be sent to our Customer Service Office shown on the Policy Data page.

**President**

**Secretary**

#### **Free Look Period**

The owner has the right to examine this policy and return it for cancellation to Guardian's Customer Service Office or to any agent or agency within [Variable 21] days after receiving it; this is the free look period. The policy and a written cancellation notice must be delivered or mailed to cancel this policy. Any notice given by mail is effective on being postmarked, properly addressed and postage prepaid. If the policy is cancelled during this period, Guardian will refund all premiums paid. The policy will be void from the beginning.

#### **Whole Life Insurance Policy**

- Death Proceeds payable at death of insured if policy is in force
- Premiums payable until end of premium period shown on Policy Data page
- Participating - Annual dividends payable if earned

## POLICY DATA

INSURED	[Variable 1]	[Variable 2] [Variable 3]	AGE AND SEX
FACE AMOUNT	[Variable 4]	[Variable 5]	POLICY NUMBER
ISSUE DATE	[Variable 6]	[Variable 7]	POLICY DATE
PLAN OF INSURANCE	WHOLE LIFE PAID-UP AT AGE 90	[Variable 8]	PREMIUM CLASS
OWNER	[Variable 9]		
BENEFICIARY	[Variable 10]		

## BENEFITS AND PREMIUMS

BASIC POLICY	ANNUAL PREMIUM \$[ Variable 11]	POLICY YEARS PAYABLE 1 through [Variable 12]
TOTAL INITIAL ANNUAL PREMIUM	\$[ Variable 13]	

THE MORTALITY TABLE REFERRED TO IN THE BASIS OF VALUES PROVISION IS THE COMPOSITE COMMISSIONERS' 2001 STANDARD ORDINARY MORTALITY TABLE, AGE NEAREST BIRTHDAY, WITH CONTINUOUS FUNCTIONS. THE INTEREST RATE REFERRED TO IN THE BASIS OF VALUES PROVISION IS 4%.

LOANS BEAR INTEREST AT A YEARLY RATE OF 8%, PAYABLE IN ADVANCE AT A RATE OF 7.407%. THE YEARLY LOAN INTEREST RATE CHANGES TO 5%, PAYABLE IN ADVANCE AT A RATE OF 4.7619%, BEGINNING ON [Variable 14].

## POLICY DATA

PREMIUMS FOR THIS POLICY ARE DUE AND PAYABLE IN ALL YEARS SHOWN IN THE "POLICY YEARS PAYABLE" COLUMN ABOVE. YOU MAY HAVE RECEIVED A SALES ILLUSTRATION WHICH SHOWS DIVIDENDS APPLIED TO REDUCE THE NUMBER OF PREMIUMS PAYABLE IN CASH. HOWEVER, DIVIDENDS ARE NOT GUARANTEED AND WE HAVE THE RIGHT TO CHANGE THEM ANNUALLY. A REDUCTION IN THE AMOUNT OF ANY DIVIDENDS CREDITED TO THIS POLICY MAY RESULT IN THE NEED TO PAY MORE PREMIUMS THAN WERE SHOWN ON A SALES ILLUSTRATION.

TO OBTAIN INFORMATION ABOUT THE COVERAGE PROVIDED UNDER YOUR POLICY, CALL THE AGENT THROUGH WHOM IT WAS PURCHASED OR CONTACT OUR CUSTOMER SERVICE OFFICE AT:

CUSTOMER SERVICE OFFICE  
[Variable 15]

# **TABLE OF VALUES**

END OF POLICY YEAR	CASH OR LOAN VALUE +	PARTICIPATING REDUCED PAID-UP INSURANCE +	EXTENDED TERM INSURANCE YEARS	DAYS
1	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
2	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
3	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
4	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
5	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
6	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
7	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
8	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
9	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
10	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
11	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
12	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
13	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
14	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
15	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
16	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
17	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
18	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
19	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
20	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
ATTAINED AGE 55	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
ATTAINED AGE 60	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]
ATTAINED AGE 65	[Variable 16]	[Variable 17]	[Variable 18]	[Variable 18]

## **CASH VALUE FACTOR**

## **FOR POLICY YEARS**

[Variable 19]

[Variable 19]

[Variable 19]

[Variable 19]

[Variable 19]

[Variable 19]

+ FOR EACH \$1,000 OF FACE AMOUNT OF THE BASIC POLICY

THE USE OF THE CASH VALUE FACTOR(S) SHOWN ABOVE IS DESCRIBED IN THE "CASH VALUE" PROVISION OF THIS POLICY.

VALUES FOR POLICY YEARS NOT SHOWN WILL BE COMPUTED ON THE BASIS STATED IN THIS POLICY AND WILL BE FURNISHED UPON REQUEST.

THE CASH VALUES SHOWN ABOVE ARE GUARANTEED. THEY ARE BASED ON AN ANNUAL INTEREST RATE 4%. ALL VALUES ON THIS PAGE ARE COMPUTED ON THE ASSUMPTION THAT ALL PREMIUMS TO THE END OF THE POLICY YEARS SHOWN HAVE BEEN PAID AND THAT THERE ARE NO DIVIDENDS OR LOANS.

CASH VALUES WHICH DEPEND ON DIVIDENDS MAY HAVE BEEN SHOWN IN AN ILLUSTRATION PRESENTED DURING THE SALE OF THIS POLICY. CASH VALUES WHICH DEPEND ON DIVIDENDS ARE NOT GUARANTEED. A REDUCTION IN THE AMOUNT OF ANY DIVIDEND CREDITED TO THIS POLICY MAY RESULT IN LOWER NON-GUARANTEED CASH VALUES THAN WERE SHOWN ON ANY SALES ILLUSTRATION.

THE PERIOD OF EXTENDED TERM INSURANCE IS THE SAME FOR ANY FACE AMOUNT.



State of Arkansas  
Appendix A

**Rider Forms to Be Used with New WL Policy**

The following previously approved rider forms will be made available with the new Whole Life policy being submitted in this filing.

<b>Rider Form Number</b>	<b>Description</b>	<b>Approval Date</b>
86-R1	Accidental Death Benefit Rider	11/4/1985
01-R2	Waiver of Premium Rider	9/12/2001
05-R70 EWL*	Paid-up Additional Whole Life Insurance Rider	3/4/2005
01-R111	Accelerated Benefit Rider	6/26/2001
96-R61	Exchange of Insureds Rider	4/5/1996
97-R112	Simplified Insurability Rider	7/24/1997
91-R110	Amendment to Owner Provision	9/16/1991
06-R31	Guaranteed Purchase Option Rider	5/12/2006
06-R66	Yearly Renewable Term Life Insurance Rider	5/12/2006
06-R93*	One Year Term Insurance Rider with Target Face Amount	5/12/2006
06-R137	One Year Term Insurance Rider with Increasing Target Face Amount	5/12/2006

Note: only the riders denoted above with an asterisk will be available with the Guaranteed Issue version of this Whole Life policy.



**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** The Guardian Life Insurance Company of America

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

**Form Title**

Whole Life Insurance Policy

**Form Number**

08-EWL AR

**Flesch Score**

52.1

Name: John J. Monahan  
Title: Director, Individual Markets Compliance  
Date: June 5, 2008